#### wpdownloadmanager.com

# Terms & Conditions - WordPress Download Manager

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Our website grants you non-exclusive limited license to use the WordPress Download Manager plugin and other products sold through our website (http://www.wpdownloadmanager.com) by <u>W3</u> <u>Eden, Inc.</u> (the "products") in accordance with these Terms & Conditions (the "license) issued by our company.

#### 1. Plugin Licensing

WordPress Download Manager is licensed under the GNU general public license (http://www.gnu.org/licenses/gpl.html).

#### 2. Upgrades

Upgrades are available to customers who have purchased a support license in accordance with the license they have purchased. A Personal site license provides upgrades for a single site, A Business license provides automatic upgrades for up to 5 sites and a Developer license provides automatic upgrades for up to 48 sites for you or your clients. You may not resell access to your support license key.

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Upgrades are provided for a term of 1 year from the time of purchase. After 1 year a new license will need to be purchased in order to continue receiving support and product upgrades.

#### 3. Delivery

After we have successfully processed your payment, you will receive an email with login information if you were not logged in to site otherwise download will be available in order page at our website. This may take up to 1 hour to process, but usually happens within minutes of placing the order. If you do not receive an email or do not see your order in order page after this time period, please contact us. You may then log in and access to the forum to receive support.

**Taxes:** You are solely responsible for any applicable state, federal or provincial taxes. Although you may not be charged taxes by us, you agree that you will pay any applicable taxes or fees to your local or state tax agency for any purchases. We are not responsible for collecting, transmitting, or advising on taxes, duties, or other levies by the government regarding your purchases.

#### 4. Ownership

You may not claim intellectual or exclusive ownership rights to any of our products. All products are the property of W3 Eden. They are provided "as is" without warranty of any kind, expressed or implied. We shall not be liable for any damages, including but not limited to, direct, indirect, special, incidental or consequential damages or losses that occur out of the use or inability to use our products.

#### 5. Site Content

All site content, including imagery and documentation that is published on wpdownloadmanager.com is the property of W3 Eden. Any replicated site content must be authorized in advance. Content from this site shall not be used or exploited for commercial or non-commercial purposes without the prior written consent of W3 Eden.

#### 6. Refund Policy

As we are offering non-tangible digital goods, we do not generally issue refunds after the purchase has been made. We will be happy to consider a refund within the first 14 days of your purchase if you are unable to get the plugin to install properly on your website or if the plugin fails to perform the basic functions as designed **and** you have worked with the **product support team** to try to resolve these issues. Refunds will be granted at the sole discretion of W3 Eden. No refunds will be given after 14 days from the initial purchase. Please note that by purchasing the plugin, you agree to the terms of the Refund Policy.

## 7. Subscriptions & Automatic Renewal

All purchases are automatically recurring subscription and renew each year on the anniversary of the purchase date. This applies to all license levels.

This subscription will automatically renew at the end of the annual license term unless the purchaser cancels their subscription prior to the automatic renewal date.

Please note the following details of WordPress Download Manager

license subscriptions (Pro, Business, Developer):

- Subscription renewals are automatically processed annually on the anniversary of your original purchase. The license renewal will continue and remain valid for each one (1) year unless the subscription is cancelled **prior** to the renewal date.
- You may cancel your subscription at any time.
- If you choose to cancel your subscription you will no longer receive updates and support for the products linked to that order when your order expires.
- If you want to cancel your subscription, please mail your order ID to support@wpdownloadmanager.com or send an order note from your order details page.
- The renewal price will be the full plugin price as published at the time of initial purchase, exclusive of any discounts.
- We cannot grant refunds on renewal payments. We will send you
  an email 1 week prior to your renewal date, and you may use this
  opportunity to cancel your subscription before the renewal
  payment is automatically processed
- If you choose to cancel your subscription your license will expire
  on the anniversary of the original purchase, and you will no longer
  receive updates and support the items linked to the order.

#### 8. Support

W3 Eden offers WordPress plugins "as is" and with no implied meaning that they will function exactly as you would like or will be compatible with all 3rd party components and plugins. We do not offer support via email or otherwise support WordPress or other WordPress plugins we have not

#### developed.

Support is offered via a support license key. Purchasing a support license key gives you access to our support forums and documentation. Purchasing a developer support license gives you access to our Priority Support Ticket system.

Support and product updates (download access) are provided for a term of 1 year from the time of purchase. After 1 year a new license will need to be purchased in order to continue receiving support and product updates. The purchases with an automatically renewing subscription, support will be provided for as long as the subscription remains active. However, you may cancel your subscription at any time.

License holders cannot distribute, freely giveaway, or resell their license key. The license key is only transferable by contacting us and requesting an official transfer of the license to a new owner. The license is intended to be used on the license holders website(s). Client site usage is permitted in situations where the license holder maintains an ongoing relationship with the client as a consultant. Only the license holder is permitted to request support or access support resources.

License holders are not permitted to re-post support forum content or documentation on any external websites, social media outlets, etc. Posting screen captures of this content is also prohibited. Violation will be grounds for immediate termination of the support license and all access to support content and product updates will be discontinued.

#### 9. Transactional Emails

W3 Eden may on occasion send you email notifications related to your WordPress Download Manager license. These transactional emails may include notification of licensing changes, changes to our terms and conditions, license expiration notices and other transactional emails related to your purchase of WordPress Download Manager.

## 10. Price Changes

W3 Eden reserves the right, at any time, to modify or discontinue, temporarily or permanently, a support license with or without notice. Prices of all products are subject to change. Notice of price changes will be made on the site.

#### 11. Warranty

Our plugin is guaranteed to function on a clean installation of WordPress. We do not guarantee it will function with all 3rd party plugins or with all web browsers. We are not responsible for any plugin compatibility conflicts that may occur. It is our policy to support our plugins as best we can and we will provide support for 3rd party plugin conflicts at our discretion or as time allows. We are not responsible for any data loss that may occur as a result of installing this plugin.

## 12. Privacy

Please read more about privacy policy here

#### 13. Cookies

Please read more about cookie policy here

## 14. Acceptance

By purchasing our product(s) you indicate that you have read and agree with the Terms & Conditions detailed on this page.

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